STANDARD FORM 2 FEBRUARY 1985 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

TE OF LEASE	LEASE NO.			
6-29-12	GS-02B-23920			
THIS LEASE, made and entered into this date by and between Reckson Operating Partnership, LP				
whose address is c/o SL Green Realty Corp. 420 Lexington Avenue New York, NY 10170				
and whose interest in the property hereinafter described is that of owner				
hereinafter called the Lessor, and the UNIFED STATES OF AMERICA, hereinafter called the Government:				
WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:				
1. The Lessor hereby leases to the Government the following de-	scribed premises:			
A total of 12,670 rentable square feet (RSF) which yields 10,085 A and related space comprising a portion of the 2 nd floor and a portion White Plains, New York, 10601-0085. Included in the lease are the	on of the 3 rd floor of the building located at 140 Grand Street,			
2. TO HAVE AND TO HOLD the said premises with their appurtena	ances for the term beginning on			
July 1, 2012 and continuing through June 30, 2022, subject to termination	on and renewal rights as may be hereinafter set forth.			
3.The Government shall pay the Lessor annual rent of \$				
nt the rate of \$per	in			
arrears.				
Rent for a lesser period shall be prorated. Rent checks shall be made page	yable (e:			
SEE PARAGRAPH 8 O	F LEASE RIDER			
4. The Government may terminate this lease at any time after	June 30, 2017 by giving at least one hundred eighty (180)			
4. The Government may terminate this lease at any time after June 30, 2017 by giving at least one hundred eighty (180) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be				
computed commencing with the day after the date of mailing.				
5This lease may be renewed at the option of the Government, for th	e following terms and at the following rentals:			
provided notice be given in writing to the Lessor at least or any renewal term; all other terms and conditions of this is Said notice shall be computed commencing with the day after the date of	case shall remain the same during any renewal term.			

6. The Lessor shall furnish to the Government, as part of	of the rental consideration, the following:			
SEE ATTACHED.				
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. LESSOR RECKSON OPERATING PARTNERSHIP, LP				
	JOHN J. BARNES Senior Vice President 'Sr. Director Suburban Division			
BY	(Title)			
IN PRÉSENCE OF:	CLARK BRIFFEL. Vice President Leasing (Address)			
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION				
	Contracting Officer			
BYSTANDARD FORM 2	Contracting Officer (Official Ette)			

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- 7. The following are attached hereto and made a part hereof:
 - a. Lease Rider, containing paragraphs 1 through 21:
 - b. Section 1.0, Summary, paragraphs 1.1 through 1.3;
 - c. Section 2.0, Award Factors and Price Evaluation, paragraph 2.1;
 - d. Section 3.0, How to Offer and Submittal Requirements, paragraph 3.1;
 - e. Section 4.0, Utilities, Services, and Lease Administration, paragraphs 4.1 through 4.13:
 - f. Section 5.0, Design, Construction, and Other Post Award Activities, paragraphs 5.1 through 5.6;
 - g. Section 6.0, General Architecture, paragraphs 6.1 through 6.13;
 - h. Section 7.0, Architectural Finishes, paragraphs 7.1 through 7.15;
 - i. Section 8.0, Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.15;
 - j. Section 9.0, Fire Protection, Life Safety, and Environmental Issues paragraphs 9.1 through 9.12;
 - k. Section 10.0, Lease Security Standards, paragraphs 10.1 through 10.19;
 - 1. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 - m. Representations and Certifications, GSA Form 3518, paragraphs 1 through 12;
 - n. Exhibit "A", floor plan highlighting the demised premises; and
 - o. Small Business Subcontracting Plan.
- 8. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		Non-Firm Term	
	ANNUAL RENT	Annual Rate/RSF*	Annual Rent	ANNUAL RATE/RSF*
SHELLRENT	\$353,797.08	\$27.92	\$338,806.12	\$26.74
OPERATING COSTS	\$104,643.88	\$8.26	\$104,643.88	\$8.26
Parking	\$27,300	\$2.15	\$27,300	\$2.15
TOTAL ANNUAL RENT	\$485,740.96	\$38.34	\$470,750.00	\$37.15

^{*} Rates per RSF may be rounded.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

PO Box 5656 New York, NY 10087-5656

9.	As part of the annual rental consideration identified in	paragraph 8 above, the Lesson
	shall re-carpet the entire space and shall provide and in	nstall
	on all exterior windows within the demised	premises in accordance with
	Paragraph 10.18,	Requirements, of this Lease
	within ninety (90) days following the later of (i) the	e date of full execution and
	delivery of the Lease or (ii) the date on which the Gove	rnment has completed making
	its finish selections for the carpet. Lessor shall provid	le a minimum of six (6) color

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samples. Lessor shall be responsible for moving any furniture as may be necessary to accomplish this task. Carpet installation shall be coordinated with the Government and shall be performed during business hours..

- 10. All services, maintenance and utility costs during the normal business hours specified in paragraph 4.5 are included in the rental consideration, including but not limited to any supplemental HVAC units. If the Government requests overtime HVAC beyond the normal hours specified herein, the rate shall be \$130 per hour per floor in use. There shall be no charge for overtime utilities for the supplemental HVAC units for any IT/LAN rooms which operate 24 hours per day 7 days a week.
- 11. In accordance with the paragraph 4.2 entitled Tax Adjustment, the percentage of Government occupancy is established as 10.56%.
- 12. In accordance with the paragraph 4.3 entitled Operating Costs, the base cost of services for the purposes of operating cost adjustments is \$8.26/RSF (\$104,643.88/annum).
- 13. In accordance with paragraph 4.4 entitled Adjustment for Vacant Premises, the adjustment for vacant premises rate shall be \$0.75 per ABOA SF.
- 14. The space leased to the Government must contain the required rentable square feet (RSF) / ANSI/BOMA office area square feet (ABOA SF) specified in Paragraph 1 of the SF2 of this lease. In no event shall the Government pay for more than 12,670 RSF / 10,085 ABOA SF of office space.
- 15. Jones Lang LaSalle ("JLL") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and JLL have agreed to a cooperating lease commission of "Fixed Rent" for the initial firm term of this Lease. The Fixed Rent is defined as the full service rental to be paid by Tenant for the initial firm term of the Lease exclusive . Lessor shall of Tenant Electric. The total amount of the commission is pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 2.1, "Broker Commission and Commission Credit" of this Lease, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). Commission Credit is . The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 2.1, "Broker Commission and Commission Credit" (fifty percent (50%) of the commission shall be due upon the execution of the Lease, and the remaining fifty percent (50%) shall be due at the lease commencement); the Commission less the Commission Credit is

The shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue through the third

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month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment \$38,203.41 (of which \$29,483.09 is Shell Rent) minus prorated Commission Credit of equals adjusted first month's rent.

Second month's rental payment \$38,203.41 (of which \$29,483.09 is Shell Rent) minus prorated Commission Credit of equals equals second month's rent.

Third month's rental payment \$38,203.41 (of which \$29,483.09 is Shell Rent) minus prorated Commission Credit of equals third month's rent.

Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor": wherever the words "Solicitation" "Solicitation for

- 16. Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "leased premises", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".
- 17. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 18. Each employee of the Lessor and/or its contractor(s) employed in connection with the operation of the Building shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- 19. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
- 20. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the officers or employees of the General Services Administration or personnel authorized by the Contracting Officer.

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21. The Government hereby agrees to be responsible for all costs, claims, damages, expenses, losses and liability resulting from delay by the Government in surrendering the Premises provided that Lessor prevails in any claim instituted therefore against the Government. The Government agrees that if the possession of the Premises is not surrendered to Lessor upon the date of the expiration of the term of the Lease, the Government will pay the Lessor for use of the Premises for each month and for each portion of any month during which the Government holds over in the Premises after the expiration of the term, as use and occupancy payment no less than the greater of (i) 120% times the rent which was payable under the Lease during the last month of the term, or (ii) 110% times the then applicable fair market rental value for the value of the Premises.